

RFP FOR PROVIDING SWITCHING SOLUTION FOR POINT OF SALE (POS) ACQUIRING BUSINESS
RFP REF: CO:DBD:MAC:01:2022-23 DATED 12/05/2022

Annexure II – Amendment

SI No	RFP Reference	Details provided in RFP	Query/Changes Requested	Amended Clause
1	Page 25 of 83 Point Number 12.	Bidder should be having experience in 2 Scheduled Commercial Banks in India for the following activities:		Bidder should be having experience in 1 Scheduled Commercial Bank in India for the following activities:
		(a) Switch should be certified by card associations for acquiring DCC transactions for at least 25 major currencies.	DCC is a solution which can be separate to the switch. We request you to please revise it to state that Switch should be able to integrate with the DCC solution decided by the Bank.	Please adhere to the terms of RFP. Condition remain unchanged.
		(b) Switch should be certified for SoftPoS Tap-n-pay transactions.	Please revise it to be capable of handling SoftPos Tap-n-Pay solution.	Please adhere to the terms of RFP. Condition remain unchanged.
		(c) Switch should be having direct connectivity with for onus credit cards/ Debit cards/CUG cards/other switches.	Please revise it state that switch should be capable of routing onus transactions to the bank issuer switch.	Please adhere to the terms of RFP. Condition remain unchanged.
		(d) Bidder should have been underwriting & owning up chargeback liability. The complete chargeback liability should have been borne by the bidder irrespective of category of chargeback and without keeping any dependency at acquiring bank.	We are technology service provider and cannot own up chargeback liabilities. Request the bank to please remove this clause.	Please adhere to the terms of RFP. Condition remain unchanged.
2	Page 25 of 83 Point Number 14.	The Bidder should own the source code of the switch for processing transactions in India.	We request you to please change this requirement to have the license to use the switch for POS acquiring.	Please adhere to the terms of RFP. Condition remain unchanged.
3		Bidder should be having minimum 5 Lac PoS/mPoS/PC POS/SoftPoS/Bharat QR active	We request you to please revise the number to 2 Lac POS	Bidder should be having minimum 2 Lac



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	<p align="center">Page 23 of 83 Point Number 7.</p>	<p>terminals connected to its PoS acquiring switch as on 31.03.2022.</p>	<p>The understanding is that 5 lac transaction count mentioned in the requirement is for terminals across the globe and not restricted to India. Please confirm.</p>	<p>PoS/mPoS/PC POS/SoftPoS/Bharat QR active terminals connected to its PoS acquiring switch as on 31.03.2022.</p>
<p align="center">4</p>	<p align="center">Page 26 of 83 Point Number v., x., xi.</p>	<p>v. FRM, Held, Chargeback, Risk is the responsibility of the Bidder. Bank will not intervene in any financial loss/administrative obligation arising out of it. Any loss resulting to non-compliance of it will be borne by the Bidder.</p> <p>x. Bidder should collect GST invoices from Card Issuer Banks for the issuer interchange fee debited by Card Associations as per the reconciliation voucher provided. Wrong/deficit/incorrect invoices will not be accepted and deficit amount will be recovered from the bidder.</p> <p>xi. Bidder should provide ERP/MMS/DBS portal with customization to Bank/merchant for live tracking of merchants & transactions without any additional cost to Bank/merchant.</p>	<p>We cannot provide the following services as mentioned in the Scope of Work and hence request to remove —</p> <p>i. FRM, Held, Chargeback, Risk is the responsibility of the Bidder. Bank will not intervene in any financial loss/administrative obligation arising out of it. Any loss resulting to non-compliance of it will be borne by the Bidder.</p> <p>ii. Bidder should collect GST invoices from Card Issuer Banks for the issuer interchange fee debited by Card Associations as per the reconciliation voucher provided. Wrong/deficit/incorrect invoices will not be accepted and deficit amount will be recovered from the bidder.</p> <p>iii. Bidder should provide ERP/MMS/DBS portal with customization to Bank/merchant for live tracking of merchants & transactions without any additional cost to Bank/merchant.</p>	<p>Please adhere to the terms of RFP. Conditions remain unchanged.</p>



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5	Page 23 of 83 Point Number 5.	<p>Bidder should have at least 3 years of experience as on 31.03.2022 in providing service to at least 2 Scheduled Commercial Banks in PoS switching (transaction processing) service of Card and Cardless transaction including Onus, MasterCard, VISA, RUPAY, UPI. Copies of experience certificates issued by bidder's clients as per the prescribed format.</p>	<p>Request the bank to consider banks across the globe and revise the Eligibility Criteria as follows. "Bidder should have at least 3 years of experience as on 31.03.2022 in providing service to at least 2 Banks across the globe in PoS switching (transaction processing) service of Card and Cardless transaction including Onus, MasterCard, VISA, RUPAY, UPI". Copies of experience certificates issued by bidder's clients as per the prescribed format.</p>	<p>Bidder should have at least 3 years of experience as on 31.03.2022 in providing service to at least 1 Scheduled Commercial Bank in India for PoS switching (transaction processing) service of Card and Cardless transaction including Onus, MasterCard, VISA, RUPAY, UPI.</p>
6	Page 28 of 83 Point no 8.	Indemnity	<p>Request you to amend the clause by removing the number of banks serviced, as this is switching RFP and evaluation can be done basis capability of performing various type of transactions and handling volumes. We serve the largest Public sector Bank in India whose number of terminals only are more than 8 lacs and volume of transaction is more than several banks combined.</p> <p>Bidder clarifies that the indemnity has to be agreed on mutual terms. Further, the Bidder shall not be obligated to indemnify Bank for third party infringement, if the infringement is caused due to misappropriation or modification of services or software or hardware not provided by the Bidder or in violation of technical specification terms.</p>	<p>Please adhere to the terms of RFP. Condition remain unchanged.</p>



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			<p>Accordingly, Bidder would recommend to add this clause:</p> <p>"Bidder shall have no indemnification obligation for infringement claims arising from the combination of the Service with any services, hardware, data or business processes not provided by Bidder; or use of the Service by Bank or its personnel or affiliates or subsidiaries other than in accordance with this Agreement or the applicable user guide or technical specification."</p>	
7	Page 33 of 83 Point no 24.	Intellectual Property Rights	<p>Bidder clarifies that the Bidder shall not be obligated to indemnify Bank for third party infringement, if the infringement is caused due to misappropriation or modification of services or software or hardware not provided by the Bidder or in violation of technical specification terms.</p> <p>Accordingly, Bidder would recommend to add this clause:</p> <p>"Bidder shall have no indemnification obligation for infringement claims arising from the combination of the Service with any services, hardware, data or business processes not provided by Bidder; or use of</p>	<p>Please adhere to the terms of RFP. Condition remain unchanged.</p>



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			the Service by Bank or its personnel or affiliates or subsidiaries other than in accordance with this Agreement or the applicable user guide or technical specification."	
8	Page 32 of 83 Point no 22.	Limitation of Liability	<p>Bidder clarifies that Bidder will not be liable for any indirect or consequential damages. Further, Bidder's total aggregate liability must be limited to the service fees paid by the Bank in any 12 months period immediately preceding the event giving rise to the liability.</p> <p>Accordingly we would recommend to add this Clause as per below: "Notwithstanding anything to the contrary, Bidder shall, under no circumstances, of whatsoever nature, be liable (whether by way of indemnity or otherwise) for any consequential, indirect, incidental, special, or punitive damages, whether foreseeable or unforeseeable, (including claims for loss, loss of goodwill, loss of profits, loss of business). In no event, Bidder's total aggregate liability to Bank shall exceed the charges paid by Bank to Bidder in the last 12 (twelve) month period immediately preceding the month in which the claim arose under such transaction in dispute,</p>	Please adhere to the terms of RFP. Condition remain unchanged.



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			except for claims relating to breach of confidentiality, claims alleging that the Services infringe third party Intellectual Property Rights, wilful misconduct or gross negligence, which shall be limited to compensation awarded by court of law."	
9	Page 36 of 83 Point no 31.	Termination for Convenience	<p>Bidder requests that notice period of termination for convenience to be increased to 90 days and to be agreed on mutual terms. Accordingly we would recommend to revise this Clause as per below:</p> <p>"Either Party may terminate the Agreement in whole or in part at any time, for its convenience, by giving 90 days' notice to the other Party.</p> <p>Bidder may suspend the services or terminate this Agreement:</p> <p>(i) if the Bank delays to make the undisputed payment within 30 days of receipt of invoice from the Bidder.</p> <p>(ii) in the event the Services or any part thereof are not capable of being applied / implemented / by Bidder or being provided by the Bidder pursuant to the Applicable Law."</p>	Please adhere to the terms of RFP. Condition remain unchanged.



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10	Page 38 of 83 Point no 34.	Confidentiality	Bidder requests that the confidentiality provision to be mutually covered for both the Parties, since the Bidder will also share it's own confidential information related to its products and systems etc., Accordingly, we would recommend to revise this Clause on mutual terms.	Please adhere to the terms of RFP. Condition remain unchanged.
11	Page 29 of 83 Point no 13.	Guarantees	Bidder clarifies that no guarantee is provided on the software/solution/application. SOFTWARE/SOLUTION/APPLICATION ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS WITHOUT ANY IMPLIED REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY PROVIDED IN THE AGREEMENT.	Please adhere to the terms of RFP. Condition remain unchanged.
12	Page 36 of 83 Point no 30.	Exit Requirements	Bidder clarifies that commercials for termination assistance services shall be mutually agreed between the Parties and such termination assistance period shall not exceed more than 3 months. Further, Bidder clarifies that any undisputed payment shall be made by Bank within 30 days of termination or expiry of the Agreement.	Please adhere to the terms of RFP. Condition remain unchanged.
13	Page 39 of 83 Point no 37.	Coverage of All Banks Under The EPF & MP Act 1952	Bidder clarifies that the PF challan includes all details of employees, hence, we would suggest to provide a self-declaration certification on the compliance of EPF Act.	Please adhere to the terms of RFP. Condition remain unchanged.



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14	Page 25 of 83 Point Number 12.	<p>Bidder should be having experience in 2 Scheduled Commercial Banks in India for the following activities:</p> <p>(a) Switch should be certified by card associations for acquiring DCC transactions for at least 25 major currencies.</p> <p>(b) Switch should be certified for SoftPoS Tap-n-pay transactions.</p> <p>(c) Switch should be having direct connectivity with for onus credit cards/ Debit cards/CUG cards/other switches.</p> <p>(d) Bidder should have been underwriting & owning up chargeback liability. The complete chargeback liability should have been borne by the bidder irrespective of category of chargeback and without keeping any dependency at acquiring bank.</p>	<p>Request you to amend the clause by removing the number of banks serviced, as this is switching RFP and evaluation of can be done basis number of transactions volume handled for DCC, SoftPoS etc. and certification by card associations for acquiring.</p>	<p>Bidder should be having experience in 1 Scheduled Commercial Bank in India for the following activities:</p> <p>(a) Switch should be certified by card associations for acquiring DCC transactions for at least 25 major currencies.</p> <p>(b) Switch should be certified for SoftPoS Tap-n-pay transactions.</p> <p>(c) Switch should be having direct connectivity with for onus credit cards/ Debit cards/CUG cards/other switches.</p> <p>(d) Bidder should have been underwriting & owning up chargeback liability. The complete chargeback liability should have been borne by the bidder irrespective of category of chargeback and without keeping any dependency at acquiring bank.</p>
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15	Page 26 of 83 Point Number 13.	The bidder should have at least 3 Visa PCI PIN Certified key injection Centers in India.	We request you to please reduce it to 1 Center.	The bidder should have at least 1 Visa PCI PIN Certified key injection Center in India. If key injection centre has not been established & key is injected remotely; then the bidder must provide PCI PIN certificate and comply with the Card Associations' guidelines.
			Request you to amend the clause as "The bidder should have at least 2 Visa PCI PIN Certified key injection Centres in India"	
			We assume RBI recent guideline PIN Audit certificate will be accepted. Please clarify.	
16	Page 23 of 83 Point Number 9.	Bidder must not be in Joint Venture or consortium with other financial institutions to prevent conflict of interest with Indian Bank.	We request you to remove this clause. We have a JV with Largest PSU Bank in the country where we work as a TSP. We also provide TSP services to other commercials Banks in the country. Data integrity and confidentiality is maintained for all clients. Indian Bank can sign a confidentiality agreement as well as conduct information security audits to ensure the same.	Please adhere to the terms of RFP. Condition remain unchanged.
17	Page 82 of 83 ANNEXURE- XVII	We neither have any Joint Venture nor hold any share in the bidder's company/joint stock.	W.r.t Section 5, Point No 9, Functional Requirement & Scope of Work, request to remove this clause mentioned in the undertaking.	Please adhere to the terms of RFP. Condition remain unchanged.
18	Page 2 of 83 Schedule 4)	Last Date of BID Submission 02/06/2022	PayNext request for extending last date to 14th June 2022	Please adhere to the terms of RFP. Condition remain unchanged.
		Last Date & Time for submission of Bids in Online & Offline Mode 02/06/2022 at 03:00 PM	Considering the scope of the requirement and the complexities involved, request the bank to provide an extension of at least 15	



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		Address for physical submission Asst. General Manager Indian Bank, Head Office: DBD, Ground Floor 66, Rajaji Salai, Chennai, Pin-600001 Online submission web link: https://www.tenderwizard.in/indianbank	Working Days post publishing the Clarification Response for the Submission of Bid.	
19	Page 20 of 83	SLA: Timelines for implementing. Activity B	Commencement of Go-Live to increase by 15 Weeks as Switch also need to under-go certification and POS Terminal As well. NPCI takes slightly more time. Please reconsider as average time taken for NCMC certification is anywhere between 8 to 16 weeks. And if there is a delay from the scheme side who will bear the penalty?	Please adhere to the terms of RFP. Condition remain unchanged.
20	Page 3 of 83 Schedule 8	RFP Cost: Non-refundable Rs. 10,000/- (Rupees Ten Thousand only) in the form of DD favouring "Indian Bank" or online transfer	Request the bank to waive this clause for Bidders who participated in the previous RFP floated by the bank for the same requirement	Bidders who have participated in RFP CO:DBD:MAC:36:2021-22 dated 09.02.2022 have been facilitated with waiver of RFP Cost.
21	Page 20 of 83	SLA: Penalties for delayed implementation, Penalties for server uptime & penalties for delay in delivering and liquidated damages	All penalties and liabilities shall be limited to 10 % of monthly billing	Please adhere to the terms of RFP. Condition remain unchanged.
22	Page 32 of 83 Point Number 22	Limitation of liability	Bidder requests the Bank to limit the liability should be limited to annual value of contract and not total value of contract	Please adhere to the terms of RFP. Condition remain unchanged.



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23	Page 36 of 83 Point Number 31	Termination for Convenience	There should not be a termination for convenience unless default, if any. Kindly Confirm	Please adhere to the terms of RFP. Condition remain unchanged.
24	Page 26 of 83 Point Number 2. & 3.	The Bidder should have a positive tangible Net Worth from business in India during last three consecutive Financial Years (FY 2019-20, 2020-21 & 2021-22).	Since the 2021-22 Audit is still under process, We shall share 2018-19, 2019-20, 2020-21 annual Turnover and Net worth.	The Bidder should have a positive tangible Net Worth from business in India during any three of the last four consecutive Financial Years (FY 2018-19, 2019-20, 2020-21 & 2021-22).
25		The Bidder should have a minimum Business Turnover of Rs. 3 Crores during last three consecutive Financial Years (FY 2019-20, 2020-21 & 2021-22).		The Bidder should have a minimum Business Turnover of Rs. 3 Crores during any three of the last four consecutive Financial Years (FY 2018-19, 2019-20, 2020-21 & 2021-22).

